

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

**DTG (DOLLAR THRIFTY AUTOMOTIVE GROUP)
d/b/a DOLLAR RENT-A-CAR¹**

Employer

and

Case 12-RC-8924

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 385, AFL-CIO**

Petitioner

REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

The Employer, DTG (Dollar Thrifty Automotive Group) d/b/a Dollar Rent-A-Car, is engaged in the business of leasing and renting vehicles in various states of the United States with an office and place of business located at 2510 Jetport Drive in Orlando, Florida. The Employer also operates rental facilities located at Orlando International Airport, Orlando/Sanford International Airport, and in an area referred to as the "Resorts" locations in the vicinity of Kissimmee, Florida.² At the Orlando International Airport and Orlando/Sanford International Airport locations, the Employer employs rental sales agents, lead rental sales agents, customer service representatives (CSRs), and daily business report/daily sales report clericals (DBR/DSR). At the "Resorts," the Employer employs rental sales agents and a DBR/DSR clerical employee.

On May 12, 2003, the Petitioner, International Brotherhood of Teamsters, Local 385, AFL-CIO, filed a petition with the National Labor Relations Board, under Section 9(c) of the National Labor Relations Act, seeking to represent a unit of full-time and regular part-time rental sales agents, lead rental sales agents, CSRs, and DBR/DSR clericals employed by the Employer at Orlando International Airport.

¹ The Employer's name appears as corrected at the hearing.

² The three "Resorts" locations in Kissimmee, Florida are located at Little Old Bronson Highway, Lake Buena Vista at the Marriott Courtyard, and International Drive at the Holiday Inn.

On May 27, 2003, a hearing officer of the Board held a hearing. At the close of the hearing the parties presented oral arguments and waived the filing of post hearing briefs.

The issue before me is whether the full-time and regular part-time rental sales agents, lead rental sales agents, CSRs, and DBR/DSR clericals employed by the Employer at Orlando International Airport comprise a separate, appropriate unit or whether they should be included in a multi-facility unit with the full-time and regular part-time CSRs, rental sales agents and the DBR/DSR clericals employed by the Employer at the Orlando/Sanford International Airport location and the full-time and regular part-time rental sales agents and the DBR/DSR clerical employed by the Employer at the “Resorts” locations. The total number of employees in the unit sought by the Petitioner consists of about 47 employees including 34 rental sales agents, seven (7) lead rental sales agents, two (2) customer service representatives, and four (4) DBR/DSR clericals. The Employer contends that the only appropriate unit should also include 27 to 28 employees employed at Sanford/Orlando International Airport (including 20 to 21 rental sales agents, one (1) customer service representative, and two (2) DBR/DSR clericals) and seven (7) employees employed at the “Resorts” location, (including 6 (six) rental sales agents and one (1) DBR/DSR clerk).

I have considered the evidence and the arguments presented by the parties. As discussed below, I have concluded that the single-facility unit sought by the Petitioner which is limited to the Employer’s Orlando International Airport location, is not a distinct and identifiable unit. The record establishes that the Employer’s operations at the locations in the Orlando metropolitan area are so substantially integrated and centralized as to negate the separate identity of the petitioned-for unit. The similarity of skills and duties among the employees at issue allow for significant interchange among employees between the two airports in particular. Thus, the record establishes that a unit limited to the Employer’s Orlando International Airport location is not appropriate for purposes of collective bargaining and I find, in agreement with the Employer, that the appropriate unit consists of the petitioned-for employees at the Orlando International Airport location, Orlando/Sanford International Airport location, and the locations designated as the “Resorts” on I-Drive (Old Bronson Highway), International Drive (at the Holiday Inn)

in Kissimmee, and Lake Buena Vista (at the Marriott Courtyard). Accordingly, I have directed an election in a unit that consists of approximately 81 employees.

Initially I will provide an overview of the Employer's organizational structure, supervisory structure, and the duties of employees. Then, I will address in detail the other facts relevant to the unit issue, and the reasons supporting my conclusion.

Organizational Structure

The national headquarters for the Employer is based in Tulsa, Oklahoma. The Employer's operations are divided into four (4) regions identified as the Florida Region, the East Region, the West Region, and the Hawaii Region. The labor relations policies for the Employer established by the human resources department in Tulsa apply to the employees employed in each region. The human resources department in Tulsa also determines company-wide compensation plans, systems, and fringe benefits.

Richard Williams has been a general manager for 12 years and was the only witness called to testify. Williams is responsible for the service, delivery and profitability of the Employer's Orlando operations that encompass locations at Orlando International Airport, Orlando/Sanford International Airport and the locations identified as the "Resorts." His office is situated in the Employer's city headquarters at 2510 Jetport Drive in Orlando, Florida. Other functions which exist at the Orlando city headquarters include administrative offices, a maintenance facility, and the maintenance/damage department. Other persons employed at the Orlando city headquarters include an administration manager who is responsible for citywide clerical functions and fleet reporting processes; city clerical employees who process accounts payable and fleet reports; two (2) local sales managers who either work with local hotels to develop business from individuals who opt to use bus transportation from the airport, or work with groups and conventions focusing on in-bound sales to Orlando; a fleet manager responsible for the maintenance facility; and mechanics who work within the maintenance damage department where vehicles are repaired.

The Orlando International Airport location is a full-service rental facility managed by city manager Johnny Hubner. In addition to rental sales agents, CSRs and DBR/DSR clericals, this location

has a quick turn-around (QTA) facility on the other side of the terminal where cars are cleaned and serviced in preparation for renting. Orlando International Airport is the only 24-hour operation among the locations in the Orlando metropolitan area. The Orlando/Sanford International Airport location is managed by city manager Jay Bennett and provides basically the same services as those offered at Orlando International Airport including an on site QTA facility. The Orlando International Airport and Orlando/Sanford International Airport locations are approximately 25 miles apart.

The “Resorts” facilities, located on I-Drive and in the areas of Kissimmee and Lake Buena Vista, primarily provide rental services to customers who arrive at Orlando International Airport and Orlando/Sanford International Airport and lodge at hotels in the vicinity of the “Resorts” locations. Rental service agents, van drivers, and DBR/DSR clerical employees work at the “Resorts” locations. The “Resorts” locations do not have a separate QTA facility but are equipped with a car wash stall. The “Resorts” locations are approximately 15 miles from the Orlando International Airport location and approximately 30 miles from the Orlando/Sanford International Airport location.

Supervisory Structure

General manager Williams reports to the Employer’s vice-president for the region.³ In conjunction with his managerial responsibilities, Williams consolidates the information for locations in the Orlando metropolitan area to prepare a single budget on an annual basis. Williams determines necessary market adjustments for pay in all job classifications at the locations in the Orlando metropolitan area. He makes a recommendation for market value increases in job classifications to the vice president for the region and the human resource representative for the region. Williams has discretion to approve any pay increases beyond normal ranges within which a merit increase can be given. Merit increases based on performance and evaluations are awarded to employees in the month of May. Williams has the

³ Miami is the only other city in Florida that generates a comparable volume of business as Orlando. The general manager for Miami also reports to the vice-president of the region. The Florida cities with smaller volumes of business are managed by city managers and include Tampa, St. Petersburg, Tallahassee, Jacksonville, Pensacola, West Palm Beach, Fort Lauderdale, Key West, Fort Myers and Sarasota. These city managers report to the director of operations for the region. The record does not disclose exactly where the offices for the vice-president and the director of operations for the region are based. However, the record does reveal that the regional headquarters is based in Tampa, Florida.

discretion to approve standard step increases as well. Williams approves all discipline issued against employees in the Orlando metropolitan area that would result in a loss of pay, including suspensions or terminations. Williams determines the number of slots available for applicants at the locations in the Orlando metropolitan area. Specifically, Williams testified that Johnny Hubner submits requests for the hiring of rental sales agents at the Orlando International Airport location for his review. Upon his approval, the form is then submitted to the region for final approval. Upon approval at the regional level, an ad is run if there are insufficient applications on file. The record reveals that other management officials conduct the interviews of applicants for the positions of rental sales agent, CSRs, and DBR/DBS clericals, as discussed below.

With regard to the vehicles leased to customers, Williams is responsible for managing the fleet of vehicles shared by the Orlando metropolitan locations. Vehicles in the fleet include cars, mini vans, maxi vans, convertibles, and sport utility vehicles. All new vehicles arrive at Orlando city headquarters for distribution. Each new vehicle receives a pre-delivery inspection (PDI) upon arrival. This process differs depending on the manufacturer of the vehicle but is performed on all new cars in preparation for rental use at the Orlando metropolitan area locations. Typically the PDI entails: 1) the placement of license tags on the vehicle; 2) the assignment of a unit specific identification number; 3) the removal of plastic and stickers; 4) a check for safety items; and 5) entry of the vehicle into the Employer's rental and accounting system. Williams determines how many vehicles to allocate to the three (3) Orlando metropolitan area locations based on the demand for vehicles reported from each location. In the event a customer requests a vehicle that is not available at a particular location, the Employer uses a temporary workforce to transfer vehicles between the Orlando metropolitan locations.⁴ Williams is also solely responsible for disposing of vehicles at each location.

The record reveals there are three (3) city managers appointed to the locations in the Orlando metropolitan area. As noted above, Johnny Hubner is the city manager (also referred to in the record as

⁴ The Employer takes that position that the temporary workforce used to transport vehicles between the three Orlando locations should not be included. The Petitioner does not seek to include these individuals.

the location manager) for the Orlando International Airport location and Jay Bennett is the city manager for the Orlando/Sanford International Airport location. Stacy Rothermel is the city manager for the “Resorts” locations. City managers make recommendations to the general manager with respect to discipline involving suspensions and terminations. City managers also submit requests to the general manager with respect to merit pay increases beyond the standard range for the classification.

The counter managers⁵ (also referred to in the record as station managers) are responsible for monitoring the work performed at the counters. In particular, counter managers supervise the work of the CSRs, monitor the productivity of the rental sales agents with respect to sales volume and abilities, and report on the performance of these employees to the respective city manager. At the Orlando International Airport and at the Orlando/Sanford International Airport locations, counter managers directly supervise DBR/DBS clericals. The counter manager for the Orlando/Sanford International Airport location is Charlie Witkus. Witkus has the same duties, responsibilities, and authority as Barbara Garcia, the counter manager at Orlando International Airport. Annual performance reviews of rental sales agents, CSRs and DBR/DSR clericals are performed by the counter managers for each location and subsequently approved by the respective city managers at their locations. Since there is no counter manager for the “Resorts” locations, rental sales agents and the DBR/DBS clerical at this location are directly supervised by Stacy Rothermel, a city manager. Counter managers are also involved with handling customer service issues or other special issues that occur during the day. Counter managers are required to issue daily schedules and schedule overtime work, if required. In order to ensure that the counters are properly staffed, counter managers must consider the quarterly bids for schedules submitted by rental sales agents, annual vacations bids, requests for days off, and floating holidays. All calls from employees calling in sick are directed to the counter manager who logs the time off and makes a decision as to whether the shift should be covered by someone on overtime status. Counter managers may give verbal warnings and discussions but must first contact the appropriate city manager prior to issuing any other form of discipline. For example, at Orlando International Airport, the counter manager would

⁵ The parties stipulated that the counter managers are statutory supervisors as defined under Section 2(11) of the Act.

contact Johnny Hubner, the city manager, in connection with a decision to issue discipline to a rental sales agent.

The counter managers also conduct the initial interview of applicants for the positions of the rental sales agent, CSR and DBR/DSR clericals. With respect to rental sales agents, the counter managers submit their recommendations for employment to the city manager who in turn selects candidates for the rental sales agent position at the respective Orlando metropolitan area location and forwards the recommendation to the sales revenue manager for the region who makes the final decision. The same selection process is used for hiring CSRs and DBR/DSR clericals, however, the final approval rests with the city manager. The record reveals that if a CSR applies for a rental sales agent position, that individual would be interviewed by the sales revenue manager for the region.⁶

Counter managers are also involved with the cash reconciliation and sign off processes. Counter Managers are salaried exempt personnel. Counter managers wear a different uniform than those worn by the rental sales agents and have company car privileges. At Orlando International Airport, the counter manager assigns rental sales agents to work stations that exist only at this location.

The QTA manager for the Orlando International Airport location is Carlos Rios. Rios reports directly to Hubner, city manager. The QTA manager for Orlando/Sanford International Airport is Andy Chuck. Chuck reports directly to Bennett, the city manager at that location. The two (2) QTA managers are required to work together in preparing a seven-day forecast on the demand for vehicles at the two airport locations. They share information as to any surplus or deficit of vehicles at their respective locations in order to arrange for shuttling of vehicles from one airport location to the other.

Williams testified with regard to the interchange among managers. He stated that managers at the Orlando metropolitan locations are often transferred between the facilities. For example, Rothermel was a city manager for the Orlando International Airport location before she held her current position as city manager for the Resorts locations. Hubner was QTA manager at Orlando International Airport before he

⁶ There is no information in the record as to any specific interview requirements for DBR/DSR clericals interested in assuming a rental sales agent position.

became QTA manager at Orlando/Sanford International Airport and subsequently promoted to his current position as city manager for Orlando International Airport after Rothermel vacated this position. Chuck was previously a counter manager at Orlando International Airport before his transfer to the station manager position at the Resort locations and subsequently assumed the position of QTA manager for Orlando/Sanford International Airport. During a recent two to three month period during the off-season at Orlando/Sanford International Airport, the Employer temporarily assigned Charlie Witkus, the counter manager at the Orlando/Sanford International Airport location, to assist the management team at the Orlando International Airport location as a counter manager. At the time, Witkus was only working three days per week at Orlando/Sanford International Airport.

With regard to management officials located at the Orlando city headquarters, Jim Fair is the operations manager for the maintenance/damage department, Pauline Dietrick is the manager for jetport administration, and George Fakhoury and Mike Dyrland are managers for the local sales department.

Duties of Employees

The duties and skills for employees within the classifications of rental sales agents, lead rental sales agents, CSRs, and the DBR/DSR clerks employed at the Orlando International Airport, Orlando/Sanford International Airport, and “Resorts” locations are the same. Williams testified that the process for leasing a vehicle is basically the same at each location.

Rental sales agent are required to meet and greet the customer, process the rental agreement in accordance with policy and attempt to convince the customers to purchase upgrades, insurance, child safety seats, and additional drivers, among other offers. Rental sales agents in the Orlando area locations are scheduled seven (7) days a week. Rental sales agents receive hourly wages. They are also compensated under a commission basis program.

Lead rental sales agents have more job duties than those of the rental sales agents. Lead rental sales agents have the added responsibility for scheduling breaks on the counter, ensuring that supplies are stocked, and assisting customers who are waiting on vehicles to get cleaned. The lead rental sales agent is responsible for assigning certain vehicles to the rental agreements and calling the customers to the

counter. This is similarly a seven (7) days a week function. Lead rental sales agents receive a \$1 per hour premium in pay.⁷

CSRs are required to greet customers as they approach the rental counters and provide quoted rate information to individuals. They also provide directions and maps to customers in line. From time to time, depending on delays, CSRs will also rent vehicles. CSRs are scheduled seven (7) days a week.

DBR/DSR clericals are responsible for ensuring proper billing to the customer. They separate billing methods on the basis of credit cards or cash. They are also required to review any prepaid vouchers and reconcile them with the rental charges on the rental agreement to ensure proper billing. This is a seven (7) day a week function as well.

Functional Integration

The record reveals various forms of functional integration of the Employer's operations between the Orlando metropolitan area locations in relation to the allocation, lease, return, exchange, and service of vehicles.

There is substantial cooperation between each Orlando location with regard to the allocation of rental vehicles. The record reveals more shuttling activity between the airports, and Williams testified that vehicles are not usually shuttled to the "Resorts" locations. These less frequent instances occur when the "Resorts" locations have a deficit of vehicles. Additional vehicles for the "Resorts" locations are obtained from the location at Orlando International Airport. Williams stated that customers typically exchange vehicles received from the Orlando International Airport and Orlando/Sanford International Airport locations at the "Resorts" locations when they are dissatisfied with the vehicle.⁸ Williams also testified that the Employer maintains tour operator agreements with prepaid customers who travel long distances and arrive at the airport locations. These customers are transported from Orlando International Airport and Orlando/Sanford International Airport by bus to their respective hotels. Since the hotels are

⁷ The parties stipulated that the lead rental sales agents are not supervisory employees as defined under Section 2(11) of the Act. The parties stipulated that the lead rental sales agents should be included in the bargaining unit found appropriate herein, subject to a determination on the proper scope of the bargaining unit.

⁸ The frequency of this occurrence is not revealed in the record.

in close proximity to the “Resorts” locations, the Employer provides bus transportation to the “Resorts” locations in order for these customers to receive their prepaid rental vehicles.

The record reveals that customers who lease from any of the locations in the Orlando metropolitan area may drop off the rental vehicles at any of these area locations. A toll-free number for the Orlando city headquarters office is provided to customers for service or problems. Customers are encouraged to exchange drivable vehicles at the nearest location which is typically a “Resorts” location. Alternatively, the Employer will dispatch a tow driver who would take the replacement vehicle from city headquarters to the location of the customer and return the problem vehicle to city headquarters for maintenance. The mechanics at city headquarters maintain the vehicles in the fleet used at each location. There are also preventive maintenance (PM) technicians employed at each airport in the maintenance bay areas.⁹

Employee Interchange

The record demonstrates that there is employee interchange among the Employer’s Orlando metropolitan area facilities whereby rental sales agents are either temporarily or permanently transferred from one location in the Orlando metropolitan area to another in the same area. Williams testified that in the six-month period preceding the hearing, 16 rental sales agents from the Orlando/Sanford International Airport location temporarily performed work in the same position at Orlando International Airport due to insufficient work associated with the lack of flights in and out of Orlando/Sanford International Airport and an increase in business volume at Orlando International Airport. Williams stated that this has been occurring for a number of years although the numbers vary depending on the amount of flight activity at Orlando/Sanford International Airport. In particular, in April 2003 there were 14 rental sales agents transferred, in March 2003 there were 9 rental sales agents transferred, in February 2003 there were 9 rental sales agents transferred, in January 2003 there were 8, in December 2002 there were 9 rental sales

⁹ The Employer would not include the mechanics or the preventive maintenance (PM) technicians in the appropriate bargaining unit and takes the position that they constitute “other employees” specifically excluded. The Petitioner does not seek to include these employees. Thus, PM technicians should be excluded from the unit found appropriate herein.

agents transferred, and in November 2002 there were 9 rental sales agents transferred. The record shows these rental sales agents worked at both locations.¹⁰ Williams anticipates that this practice will continue.¹¹

Williams testified that the temporary rental sales agents from Orlando/Sanford International Airport are placed on a schedule, prepared one to two weeks before the scheduled day, for work at the Orlando International Airport location.¹² These employees are supervised by both the counter manager and the city manager at the Orlando International Airport location. Williams stated that in the event there is a sick call and the schedule at Orlando International Airport falls below adequate staffing levels, depending on the duration of the coverage needed, they would either replace the absent rental sales agent with an off duty rental sales agent assigned to the Orlando International Airport location, ask a scheduled rental sales agent to work voluntary overtime, or seek another temporary transfer from the Orlando/Sanford International Airport location.

Temporary transfers from Orlando/Sanford International Airport to the “Resorts” locations occur less often. Williams testified that 10 to 15 days per year, rental sales agents from Orlando/Sanford International Airport temporarily work at the “Resorts” locations to perform rental sales agent duties. These instances arise when shift coverage is needed due to vacation schedules or emergency situations. Williams could not testify about any occasion when rental sales agents from Orlando International Airport were temporarily transferred to Orlando/Sanford International Airport. Williams stated that rental sales agents from the “Resorts” locations are never temporarily transferred to Orlando/Sanford International Airport and he is unaware of any temporary transfers from the “Resorts” locations to Orlando

¹⁰ The Employer provided documentary evidence on temporary transfers for six (6) months as a sampling. Williams stated that temporary transfers of rental sales agents from Orlando/Sanford International Airport to Orlando International Airport is a regular activity (although the Employer did not furnish specific documentary evidence showing the frequency of these temporary transfers beyond six (6) months) which could occur more or less frequently depending on the season. The peak season for international travelers is from May 1 to November 1. Peak periods for domestic business are winter and spring breaks, the presidents’ holiday, Christmas and Thanksgiving.

¹¹ Williams stated that should the business at Orlando/Sanford International Airport increase, the Employer would supplement the staff at that location with rental sales agents from the Orlando International Airport location. However, there is no record evidence to show that this situation is likely to occur.

¹² The rental sales agents chosen are either volunteers or are selected by someone from the Orlando/Sanford International Airport location. The person who makes the selection is not identified in the record.

International Airport.¹³ On rare occasions, rental sales agents from Orlando International Airport are temporarily transferred to the “Resorts” locations.

Williams had no knowledge of any particular instance where CSRs and the DBR/DSR clerks were temporary transferred between the three locations in the Orlando metropolitan area.

The record reveals that rental service agents have permanently transferred from one of the Employer’s three (3) locations in the Orlando metropolitan area to another. Over the last two (2) years, there have been approximately five (5) permanent transfers of rental service agents from Orlando International Airport to Orlando/Sanford International Airport. Williams also stated that he is aware of at least two (2) pending requests for permanent transfers of rental sales agents from Orlando/Sanford International Airport to Orlando International Airport, one of which was made within the last two (2) years. Williams testified that he does not know of any rental sales agent who permanently transferred from Orlando International Airport to the “Resorts” locations. He further stated that on rare occasions employees permanently transferred to locations in cities outside the Orlando metropolitan area after interviewing for those positions.

Terms and Conditions of Employment

The record reveals that all the employees employed at the Orlando metropolitan area location are subject to the same terms and conditions of employment.

Every employee is assigned a department code for their designated location (also referred to in the record as the “location code”). There are three (3) different department/location codes for the “Resorts” locations because there are three locations in that designated area. Every employee also receives an employee ID number (also referred to in the record as an “employee file number”).¹⁴ When an employee from Orlando/Sanford International Airport performs work at the Orlando International Airport location on a temporary basis, a Payroll Exception Sheet is generated to ensure that the hours worked and

¹³ Williams testified about one instance where a former rental sales agent who worked at the Orlando International Airport location was rehired as a rental sales agent at the “Resorts” locations, but the record does not reveal when this occurred.

¹⁴ The record reveals that the Employer requires certain employees to utilize a time clock, however there is no additional information as to which employees at the Orlando metropolitan area locations are required to punch in.

wages paid are assigned as an expense to the location where the employee performs work if it is not their permanently assigned location. The Payroll Exception Sheet is also used for managers on temporary assignments as well as any other employee who regularly performs work at the locations in the Orlando metropolitan area. For example, this sheet is used to track and allocate expenses associated with the regular activities of the environmental clerk who travels to locations with gasoline facilities in order to read gasoline levels.¹⁵

All annual employee performance reviews occur in the beginning of May. The performance review determines eligibility for a merit pay increase. The merit increase amounts are pre-determined based on the review or appraisal score received by the employee.

The record reveals that the counter manager from the Orlando International Airport location provides verbal input on the annual performance reviews of rental sales agents who were temporarily transferred to perform work from Orlando/Sanford International Airport. The record also reveals that city managers will discuss documented performance issues that involve rental sales agents during a temporary transfer assignment.

The record reveals that the rental sales agents at the locations in the Orlando metropolitan area have the same compensation plan. DBR/DSR clericals at the locations in the Orlando metropolitan area have the same compensation plan. CSRs at the locations in the Orlando metropolitan area have the same compensation plan. Each of these employees receive the same fringe benefits which include a 401(k) plan, health insurance, and a vacation plan based on length of service with the company.

The rental sales agents, CSRs and DBR/DSR clericals wear the same uniform at all locations. The uniform consists of the same color polo shirt with the company logo, "Dollar Rent-A-Car," and khaki cotton slacks or shorts. All employees are required to wear a name pin on the sleeve of the shirt. A tag that says, "Dollar Rent-A-Car" with the employees first and last name also appears on the shirt.

¹⁵ The Employer also employs greeters who operate hand held computers and process returned vehicles. Williams stated that greeters are temporarily assigned to the Orlando International Airport location during the off-season as well but on an infrequent basis. The Employer takes the position that the greeters should be excluded.

There is an employee handbook applicable to all employees employed in the Florida Region. Although Williams stated that there may be additional procedures implemented at the Orlando locations, he could not provide any details about the nature or subject of such procedures.

He further stated that an employee break room is provided only at Orlando International Airport, Orlando/Sanford International Airport and the city headquarters locations.

Rental sales agents and CSRs receive similar classroom and on-the-job training. Rental sales agents from the region attend the classroom training performed by a regional trainer. On-the-job training is performed by a lead rental sales agent.

The shifts among the three locations are different based on volume and demand. The shifts are eight hours in length. As mentioned above, Orlando International Airport is the only 24-hour operation. As noted above, employees may bid for shifts four (4) times in the year. Employees may not bid for shifts outside of their designated location because the schedules are kept separate.

“Stack ranking” is a shift bidding process used at the Orlando International Airport and the “Resorts” locations. Shifts are determined between the Station Managers and Hubner at Orlando International Airport. The Orlando/Sanford International Airport location relies heavily on flight schedules in determining work schedules for employees at that location, thus the “stack ranking” shifts is not used. At Orlando/Sanford International Airport, rental sales agents must call in to confirm if they are scheduled to work at that location. A recorded message is used to convey daily reporting time information.

Parking facilities are available at a terminal at Orlando International Airport for lead rental sales agents, certain other job classifications,¹⁶ and temporary transfers from the Orlando/Sanford International Airport location. The majority of the employees at Orlando International Airport park elsewhere and ride a bus to the terminal.

The Employer arranges social events throughout the year to which employees from the Orlando metropolitan locations are invited to attend. There are approximately two picnics each year held at

¹⁶ The record does not reveal these other classifications.

County Park and a traditional celebration during the holidays in December to which employees from all three locations are invited to attend.

The record reveals an increase in staffing for the summer season. In late winter or early spring, an annual job fair is held at the Orlando city headquarters for the purpose of hiring personnel for the summer to work at the locations in Orlando International Airport, Orlando/Sanford International Airport, or the “Resorts”.

Analysis

In determining whether a multi-facility bargaining unit is appropriate, the Board evaluates the following factors: 1) employees’ skills and duties; 2) terms and conditions of employment; 3) employee interchange; 4) functional integration; 5) geographic proximity; 6) centralized control of management and supervision; and 7) bargaining history. J&L Plate, 310 NLRB 429 (1993); NLRB Carson Cable TV, 795 F.2d 879, 884 (9th Cir. 1986). The Board considers these multi-facility factors in determining whether the single-facility presumption has been rebutted. Waste Management Northwest, 331 NLRB 309 (2000); New Britain Transportation Co., 330 NLRB 397 (1999). In deciding the appropriate unit, the Board first considers the union’s petition and whether that unit is appropriate. P.J. Dick Contracting, 290 NLRB 150, 151 (1988). The Board’s policy is to consider only whether the unit requested is an appropriate one, even though it may not be the optimum or most appropriate unit for collective bargaining. Overnite Transportation Co., 322 NLRB 723 (1996). Based on this record, I conclude that the Employer has rebutted the single-facility presumption and presented evidence sufficient to establish that the appropriate unit is a multi-facility one.

Applying relevant case law to the facts here, the record establishes that the Employer employs rental sales agents, lead rental sales agents, CSRs, and DBR/DBS clerical employees at its Orlando International Airport location and that such employees perform work similar to that performed by employees in the same classifications employed at the Orlando/Sanford International Airport location and the “Resorts” locations. In this regard, the Board has held that similar classifications and similar work

performed by employees at multiple locations is a significant factor in finding a multi-facility unit appropriate. Cheney Bigelow Wire Works, 197 NLRB 1279 (1972).

The record establishes a high degree of centralization of the Employer's labor relations. In this regard, the record evidence reveals that Williams, the general manager, makes final decisions with regard to: 1) compensation involving standard step pay increases, standard merit pay increases, and pay increases which are beyond set ranges; 2) disciplinary actions which affect employee compensation; and 3) vacancy announcements. The record also establishes that the employees at issue are subject to the same terms and conditions of employment. The employees employed as rental sales agents, lead rental sales agents, CSRs, and DBR/DRS clericals at the Orlando metropolitan area locations receive the same wages in their respective classifications. They are also subject to the same work rules, disciplinary rules, and policies set forth in the Employer's Florida Region employee handbook. Moreover, the record reveals that all employees are evaluated in May. This centralization of administrative functions is a significant factor, although it does not alone render the petitioned-for unit "inappropriate" for collective bargaining purposes. Burns International Security Service, Inc., 257 NLRB 387, 389 (1981).

Regarding employee interchange, the record contains undisputed evidence of regular temporary transfers and some permanent transfers between locations. Specifically, the rental sales agents from the Orlando/Sanford International Airport location are temporarily transferred to the Orlando International Airport location for the purpose of providing assistance in their capacity as rental sales agents. Although documentary evidence covered only a six-month period where 16 rental sales agents were temporarily transferred, Williams testified that rental sales agents from Orlando/Sanford International Airport regularly assist rental service agents at the Orlando International Airport location performing the same work. Thus, the record evidence supports the conclusion that the Employer resorts to such temporary transfers on a regular basis sufficient to establish significant employee interchange between these two locations. The record also establishes some temporary transfers from the Orlando/Sanford International Airport to the "Resorts". In addition, the record shows there have been several permanent transfers of employees from the Orlando International Airport location to Orlando/Sanford International Airport and a

couple of pending requests for permanent transfers from Orlando/Sanford International Airport to Orlando International Airport. Notably, the Board generally considers permanent transfers to be less indicative of multi-facility integration than temporary transfers. Red Lobster, 300 NLRB 908, 911 (1990).¹⁷

With regard to functional integration, the record establishes that each of the Employer's locations in the Orlando metropolitan area obtains vehicles from a single fleet at city headquarters and relies upon the services provided there by mechanics in the maintenance/damage department, PM technicians, as well as pre-delivery functions. In addition, customers have access to a toll free service telephone number for city headquarters that can be dialed in conjunction with problems encountered with their leased vehicles. There is no dispute that customers who lease vehicles from any Orlando metropolitan area location may return the vehicle at any of these locations. The record reveals the lack of a separate fleet inventory at each location. Vehicles are shuttled between the airport locations on a regular basis and to the "Resorts" locations from the Orlando International Airport location on an occasional basis. The sharing of vehicles results in a substantial degree of coordination and contact between personnel from all locations in the Orlando metropolitan area that rely on the vehicle inventory maintained and serviced at city headquarters in Orlando. Budget Rent A Car, 337 NLRB No. 147 (2002).

It is undisputed that the record also contains information showing centralized control of management and supervision with respect to the Orlando metropolitan area locations. These facilities are all under the general supervision of Williams, the general manager, who is in charge of labor and employment matters. Location managers (i.e., counter managers and city managers) have a limited role with respect to serious discipline, wage scales, merit wage increases, and benefits. Each location has a city manager who reports to Williams on these issues. While the city managers retain authority with regard to certain disciplinary actions and some hiring, severe discipline and hiring decisions with regard

¹⁷ The employee interchange in the present case distinguishes it from Rental Uniform Service, 330 NLRB 334 (1999), in which the Board found that the single facility presumption had not been rebutted. Similarly, in D & L Transportation, 324 NLRB 160, 161 (1997), another case in which the Board found a single facility unit appropriate, the Board noted that there was a lack of significant interchange.

to rental sales agents remain in the domain of the general manager and the regional sales revenue manager.

Other factors relevant to finding a multi-facility unit appropriate include geographic location and bargaining history. The record shows that the Orlando metropolitan area locations are in close geographic proximity to each other. They are all within approximately a 30-mile radius. In this regard, in Capital Coors Co., 309 NLRB 322 (1992), the Board found two plants to be a single unit even though they were 90 miles apart. Although the Petitioner argues that the Employer previously executed a stipulated election agreement in 1995 for a single facility bargaining unit of employees employed at the Orlando International Airport location, the bargaining unit sought included different job classifications and is therefore not controlling. The parties have no bargaining history with respect to the unit involved herein.

Conclusions

Based upon the foregoing, and the record as a whole, I conclude:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.¹⁸
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.¹⁹
3. The Petitioner claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate²⁰ for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

¹⁸ The Employer's motion to dismiss the petition is hereby denied.

¹⁹ The Employer is a Delaware corporation, and, as described above, it has a place of business located at 2510 Jetport Drive, Orlando, Florida where it is engaged in the business of leasing and renting vehicles. During the past 12 months, the Employer, in conducting its operations described above, derived gross revenues in excess of \$500,000 and purchased and received at its facilities in the State of Florida, goods valued in excess of \$50,000 directly from points located outside the State of Florida.

²⁰ At the hearing, the Petitioner indicated that it would consider proceeding to an election in an alternative unit if the petitioned-for unit was found inappropriate.

All full-time and regular part-time rental sales agents, lead rental sales agents, customer service representatives, and daily business report/daily sales report clericals employed by the Employer at its facilities located at Orlando International Airport, Orlando/Sanford International Airport, and the “Resorts” locations at Little Old Bronson Highway (I-Drive), Lake Buena Vista at the Marriott Courtyard, and International Drive at the Holiday Inn; excluding all other employees, office clerical employees, guards, and supervisors as defined in the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by the International Brotherhood of Teamsters, Local 385, AFL-CIO. The date, time, and place of the election will be specified in the notice of election that the Board’s Regional Office will issue subsequent to this Decision.

Voting Eligibility

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike that began less than 12 months before the election date, employees engaged in such a strike who have retained their status as strikers, but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in a an economic strike that began more than 12 months before the election date and who have been permanently replaced.

Employer to Submit List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. Excelsior Underwear, Inc., 156 NLRB 1236 (1966); NLRB v. Wyman-Gordon Company, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list, containing the full names and addresses of all the eligible voters. North Macon Health Care Facility, 315 NLRB 359, 361 (1994). This list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized. Upon receipt of the list, I will make it available to all parties to the election.

To be timely filed, the list must be received in the Regional Office, 201 East Kennedy Blvd., Suite 530, Tampa, FL 33602, on or before July 3, 2003. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. Since the list will be made available to all parties to the election, please furnish a total of **two** copies. If you have any questions, please contact the Regional Office.

Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices of Election provided by the Board in areas conspicuous to potential voters for a minimum of 3 full working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. Club Demonstration Services, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

Right to Request Review

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by 5 p.m., EST on July 10, 2003. The request may **not** be filed by facsimile.

Date at Tampa, Florida, this 26th day of June 2003.

Rochelle Kentov, Regional Director
National Labor Relations Board, Region 12
201 E. Kennedy Blvd., Suite 530
Tampa, FL 33602

440-3300